[426 cont.]
masters if he can find someone who is willing to pay his debt to his master. This is more or less a brighter side of bondage, because a bondman can, if he has a bad master, at least try to improve his lot. Apart from this difference, bondage and slavery are very much alike. Many people look down on bondmen with as much disdain as on slaves.

In Celebes, more specifically among the Buginese and Makassarese, persons become slaves through debts. It can happen that a person has many debts, his own or inherited ones, which he cannot pay himself and which the family refuses to pay. If the creditor agrees that the person may work for him until the debt has been paid, then he becomes a bondman, but if the creditor is not satisfied with that and neither the sovereign nor the hadat (state council) loans the money, then the debtor is sold (1)

1. Niemann, "De Latowa," Bijdr. T., L. en Vlk, v. Ned. Ind., 4th series, Vol. VIII, p. 227.

and becomes the slave of whomever buys him. Furthermore, one becomes a slave by selling himself, by being sold as a prisoner of war, or as punishment for wrongdoing against the state council or the sovereign.

The slaves may be declared free if the behave well or if they buy their freedom.

[427] A special instance when slaves are declared free is at funerals. We mentioned this earlier for Bali; here we want to point to the Batak and Buginese among whom the same custom exists (1).

1. Van der Tuuk, Bat. Wrdb., see mangalopas (lopasan). Neumann, Tijdschrift Ned. Aard. Gen., Vol. IV, p. 40.

[436 cont.]

Mn 423 452 volken v. d. Ind. Archipel," Bijdragen T., L. en Vlk, v. Ned. Ind., 1888.

mortgage is not given for a limited period and thus never reverts to the creditor, but may be redeemed at any time. The amount of the mortgage, as a rule less than the value of the property, is paid all at once. The property then passes into the hands of the lender, who from that moment on has the use of the land as interest for the money advanced by him, whereas the owner or owners cannot claim any rights over the land, as long as the advance has not been paid back. Through this contract, the security, the land, actually becomes the property of the creditor and his assigns temporarily.

Mn [578] MK A Bu MD Bt 423 426 J G 426 Mortgages often lead to disputes, because everything is arranged by verbal agreement and generations may pass before the redemption takes place. This type of mortgaging occurs frequently in the archipelago. [437] It occurs also among the Batak, in the Moluccas, among the Alfoer of Buru, among those of the Ambonese islands, among the Makassarese and Buginese, etc. On Java, in the Sunda lands, it is called ngagade sawah. It is unknown among the Alfoer of the Minahasa.

c. Among the Batak

Bt 423 [631] Land tenure among the Batak is regulated in the same way as among the Alfoer of the Minahasa and on Sumatra's west coast. Here the political unit is the kuria, which became the administrative unit under our administration. The lands here thus belong to the kuria; according to their legal status, they are distinguished as wastelands and cleared lands. The former are communal and the latter individual property. Here, however, we do not find the division into private and family lands, because the inheritance as a rule is divided, and the lands acquired by inheritance are private property just like the

463 So far as I can see, specialization is not strict but there is a tendency for sons to follow their father's trade.

● 426 They say that there are not many who have run up debts
465 with the Chinese. For the most part if it is necessary to
499 borrow some money the local people try to do it from some-
466 one in their own family (this is quite different from Java and elsewhere). There are perhaps one hundred men who work for wages. They work in offices, in stores, in schools, and some as common laborers. But most of the people do not work for wages. I asked, after Thierens told me that it was easy for them to get money if they were willing to work as coolies on roads, if this were true. Andi said that it was true only for the city. Road work on the roads in Bone is done by heerendienst which amounts to seven days' labor every three months. In Watumpone the laborers get 75 sen per day and this is not enough even for their food, so they won't work at [435] it. They said that even in offices one might get only f. 30 per month, and one meal costs about f. 1. He was much concerned about wages and prices. I heard later from a tobacco man who was English that women work in drying sheds for 75 sen per day. They are asking for f. 1 per day.

563 As for the shops and stores, a few Buginese are shop-
443 keepers (as I remember, four), and the rest are Chinese. The
472 Kepala kampong owns a brick factory, and this is the only
433 manufacturing center in the area.

Bukaka, September 9, 1949. Third day: I went on with the
661 schedule. Concerning political life, a certain amount of discomfort was raised as a result of our discussion. Luckily only Andi and a close friend were present. Andi said that there was so much fear that it was impossible for them to discuss things openly. He said his friend was trustworthy, but that others might inform on him, and if he merely discussed Bone or Indonesia or especially the Republican politics he would lose his job. And he would probably be arrested. In other words any political discussion here regarding Indonesia means jail. The only things that might be discussed cautiously would be those concerning extra-Indonesian politics, for example, diplomatic relations, the United States, China, Russia, India, but even here one has to be careful.

208 Concerning communism, they said there is much propa-
668 ganda against it coming from Makassar, But especially strong propaganda against it comes from the Republic. They said that it is very effective because those responsible for it use the line that communism is against Mohammedanism; and this is sure to work here where Mohammedanism is the next most important thing to adat.

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holds the title to it usually has no claim to reimbursement for the use of it; not even if there is a later divorce.

Statements are frequently made about marriage property in terms of the burden of proof in case of controversy: "the possessions are owned in common, unless it is proved that the wife does not do the housekeeping." This may have a confusing effect. Actually, the determination of burden rests on the question of what is normal. And what is in conflict with the normal must be proved in each particular instance.

While the marriage continues, the spouses each deal with the common possessions within his or her normal sphere. In the case of important transactions, they sometimes act together. But if the husband takes action, the consent of the wife is presupposed and the act is valid, even though he has not consulted her. If, however, the wife should openly oppose one act or another, then the husband cannot act alone, save in case of necessity. Third parties have to take this into account. The same thing is true in the incurring of debts. Obligations entered into by the husband or wife must be met as family obligations through utilization of their common property. Such debts are recoverable from this property, and if their joint property is inadequate, the "asal" possessions of the person who incurred the debt must be used. In Macasser, "asal" (sisila-) property may even be set aside for joint debts, in preference to the common property. But the "asal" possessions of a deceased person cannot be so used. If a husband or wife should have individual debts, such as premarital debts, then those debts are recoverable, in the first place, from the "asal" property of the party concerned, and, in the second place, from the common property in its entirety. There is no such thing as an undivided share of the husband or of the wife in the common property during the marriage. Therefore, seizure of an undivided share for the collection of a debt is an absurdity, according to adat law principles and practice. While a marriage exists, the estate cannot be divided against the will of the parties concerned.

Division of marital property comes into play primarily in case of dissolution of marriage. If it is not evident that one of the spouses has so misbehaved that every claim to a part of the possessions has been forfeited, or that the wife relinquished her share as indemnification for repudiation (pages 181, 183), each of the spouses usually takes his or her "asal" possessions and possibly his or her share in the common matrimonial property. This common

12: Haar S-4 (1939) 1948 OB1 Indonesia OB1
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